

AGREEMENT

Between the

COUNTY OF VAN BUREN

And the

VAN BUREN COUNTY

**PROSECUTING ATTORNEYS LEGAL
SECRETARIES ASSOCIATION**

2020 - 2022

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AGREEMENT

This agreement entered into on the 11th day of February, 2020, and between the COUNTY OF VAN BUREN (herein after referred to as the "Employer"), and the Van Buren County Board of Commissioners, (herein after referred to as the "Funding Unit") and the Van Buren County Prosecuting Attorneys Legal Secretaries Association.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the employees.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing and maintaining a proper service to the community.

ARTICLE 1 - RECOGNITION

1.1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Act of 1965, as amended, the Employer does hereby recognize the Prosecuting Attorneys Legal Secretaries Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth herein for the term of this Agreement for all employees of the Employer included in the bargaining unit described below:

All legal secretaries, administrative assistants, Victim Rights Secretary, and Victim Rights Coordinator employed by the Employer in the office of the Prosecuting Attorney but excluding all other employees of the Employer and all elected officials.

1.2. Gender. As used and set forth in this Agreement, the male gender shall include the female and the female gender shall include the male as this Agreement may refer to employees in any article hereof, it being expressly understood that there shall be no distinction among employees in regards to gender.

ARTICLE 2 – TERMS AND CONDITIONS

2.1 The Van Buren County Personnel Policies, as it exists at the time of the signing of this contract, is incorporated herein and made a part hereof and shall govern the relationship of the parties hereto unless the specific terms of the Agreement shall provide for a different relationship and/or benefit.

2.2 This Agreement is to be constructed and is strictly subordinate to any statutory rights the County Board of Commissioners and/or the Prosecuting Attorney.

ARTICLE 3 – DISCIPLINARY PROCEDURE

3.1 Intent and Purpose. The intent and purpose of the following is to provide for progressive disciplinary action when appropriate. Disciplinary action may be imposed upon an employee only for failure to fulfill the employee's job responsibilities or for improper conduct while on the job. Nothing in this article shall prevent the employer from taking immediate and appropriate disciplinary action should it be required under the circumstances, with proper written notice thereof to the Association at the time such immediate action is taken.

3.2. Statements. Before any employee shall be required to make any oral or written statement or reply pertaining to any alleged misconduct on his/her part, the matter shall first be discussed between the employee, and the supervisor.

3.3. Procedure. When disciplinary action is necessary, consistent with the employer's rights reserved in section 3.1 above, the employer will, where appropriate, use the following procedure:

1. Oral Reprimand.
2. Written Reprimand.
3. Suspension not to exceed thirty (30) days, transfer to existing vacancy or demotion.
4. Removal or Discharge.

3.4. Reprimand. Should it be necessary to reprimand any employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employee or the public.

3.5. Modification. The employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased but may be lessened.

3.6. Court Appearance. No employee in the Prosecuting Attorneys Legal Secretaries Association shall be subject to disciplinary action for appearing before a State or Federal Grand Jury at which they presented testimony under oath and have been sworn to secrecy.

3.7. Conduct. The employer reserves the right to review the circumstances when an employee is charged with the commission of a felony or of a misdemeanor involving the criminal moral conduct during working hours or related to the work location or job responsibility. Pending the Judicial resolution of the charges, the employer may take disciplinary action deemed necessary, or reassign the employee to a less sensitive position without loss of pay or benefits. Any action taken by the employer shall be subject to the grievance procedure.

3.8. Political Activity. No employee will be subject to disciplinary action for taking part in a political activity when not on duty and out of uniform.

3.9. Personnel File Review. Upon request of the employee, an employee may review their personnel file consistent with the Bullard-Plawecki Act. Such request shall be complied with within five (5) working days. After twenty-four (24) months of satisfactory service, all reprimands shall be removed from an employee's personnel record. No prior disciplinary action not in the personnel file shall be adversely used in any subsequent disciplinary action.

ARTICLE 4 – HOURS OF WORK AND OVERTIME

Section 4.1. Work Schedules.

- A. Workweek: The regular workweek shall be Monday through Friday, seven and one-half (7 1/2) hours per day and thirty seven and one-half (37 1/2) hours per week. This shall not constitute a guarantee of these hours of work. The Employer may not establish split shifts except by agreement between and Employer and the Prosecuting Attorney's Legal Secretaries Association.
- B. Workday: The regular workday shall begin at 8:30 a.m. and end at 5:00 p.m. with one (1) hour off for a non paid lunch scheduled approximately in the middle of the day. An optional one-half (1/2) hours non paid lunch may be scheduled with prior approval by the Employer. The starting and ending times of the work day may vary if the business of the Employer so requires.
- C. Rest Periods: One (1) fifteen (15) minutes rest period is provided, in each half of the workday. Occasionally rest periods may be altered, staggered or forfeited if the business of the Employer so requires. The Employer agrees to make a good faith effort to assure that employees receive two (2) breaks each day.
- D. Hours paid shall be considered as hours worked for the purpose of computing any of the benefits provided for under this Agreement with the exception of overtime which shall be in accordance with Section 4.2.
- E. Regular part-time employees who work less than thirty (30) hours per week shall not receive sick leave, personal leave, vacation. See holidays Article 6.1.C. Employees who work between thirty (30) and thirty-seven and one-half (37 1/2) hours per week shall have the above benefits prorated.

4.2. Overtime and Compensatory Time

- A. All overtime and compensatory time shall be paid and/or awarded in accordance with the Fair Labor Standards Act as amended and as interpreted by the Federal courts subject to the following provisions.
- B. Employees who work in excess of thirty seven and one-half (37 1/2) hours in a week shall receive compensatory time off for those hours worked in excess of thirty seven and one-half (37 1/2) but not over forty (40) and shall receive overtime pay for hours worked in excess of forty (40) in a week. Paid holidays shall count as time worked in determining the number of hours worked in a week.
- C. Utilization of compensatory time shall be mutually agreed to between the employee and his supervisor and must be used within the pay period next following unless special arrangements are agreed to by both the employee and the Employer. If any employee is not authorized to utilize compensatory time within the aforementioned time period and no exception is agreed upon, then the employee shall receive overtime pay instead of compensatory time.
- D. Employees who are called in from home to work in an emergency shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay.
- E. Employees who are required to work on one of the holidays provided for in this Agreement shall receive twice their regular hourly rate for work on such holiday.
- F. All overtime and compensatory time shall be approved in advance by the Employer.

4.3. Temporary Vacancies and Temporaries

- A. The employer may fill temporary vacancies caused by employees being absent because of sickness or injury, vacations, leaves of absence, by temporary transfer to another position or due to operational needs by using temporaries. The employer will endeavor to post permanent vacancies within sixty (60) days of vacancy.
- B. Temporaries shall only be used to fill a vacancy up to one hundred and eighty days (180) or the duration of the vacancy being filled by the temporary, Vacancies filled by a temporary in excess of one hundred and eighty days (180) will be for medical absences only, unless otherwise agreed to between the employer and the Prosecuting Attorneys Legal Secretaries Association. No temporary may remain employed for more than one (1) year. Any employee remaining employed after one (1) year shall be considered a regular employee. No temporary shall be used to work overtime, nor shall a temporary employee be utilized to perform the work of an employee on lay off or to reduce the regularly scheduled hours of a bargaining unit employee.
- C. This section will authorize the Employer to utilize governmentally sponsored employment work programs, such as PIC, Summer Youth ETP, MOST and like programs, including

interns. These programs will not be utilized to perform the work of an employee on lay off or to reduce the regularly scheduled hours of an Association employee.

ARTICLE 5 – PAID ABSENCE LEAVE

5.1. Paid Time Off (PTO) Leave

- A. All time off (previously vacation, sick and personal) will be combined into "Paid Time Off" now called PTO effective January 1, 2010. A separate record will be maintained in County Clerk/Data Processing to track "old sick banks of employees for 5 (d).

Regular full time employees who work thirty (30) hours per week or more will receive paid time off (PTO) previously vacation, sick and personal leave according to the Rate Schedule below. There will be no maximum accrual of PTO. Annually, up to fifty-two and one-half (52.5) hours of PTO will be reimbursed by the County if the employees so elects, and the employee maintains a balance of one hundred-fifty (150) hours of PTO at the time of the payment. This payment will be made in October of each year.

An employee may utilize PTO allowances for absences of sick leave as outlined in 5.1, per personal & emergency leave as outlined in 5.2, for Vacation Leave as outlines in Article 14, and upon termination.

- B. An employee may utilize sick leave, in half-hour increments for the following reasons:
1. Due to personal illness, pregnancy, childbirth, or following childbirth or due to physical incapacity.
 2. Due to exposure to contagious disease in which the health of others would be endangered by the employee's attendance on duty or at work.
 3. Due to illness of a member of the immediate family of the employee who requires the personal care and attention of the employee. The term immediate family as used in this section shall mean parents, grandparents, children, brother, sister of the employee or the employee's spouse. It shall also include any member of the employee's household.
 4. Due to the death of a relative of the employee other than a member of the immediate family.
 5. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.

6. For routine medical, dental or counseling appointments, upon prior notice to the Employer or the Employer's designee.

C. Pay out provisions:

1. Each September, an employee may elect in writing pay out of 52.2 hours of unused PTO leave.
2. PTO Leave will be paid-out at the employee's hourly rate of pay as of September 1st of the current calendar year. This payment will be in October of each year.
3. PTO leave not paid out will carry-over to the next calendar year.
4. An employee at the end of the year will not be eligible for pay out unless they will maintain at least one hundred fifty (150) hours of accumulated PTO time.
5. Upon termination, any remaining hours accumulated in this bank and the old sick time bank, up to a maximum of five hundred (500) hours will paid at the employee's current hourly rate of pay. Employees shall have the option of being paid out in cash and/or applied to the employee's tax deferred 457 plan with any remaining balance to be placed in the employee's tax free MERS HCSP.
6. If an employee is laid off or retired, or severs his/her employment, he/she will receive any unused PTO up to a maximum of five hundred (500) hours including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his PTO bank the following year.

- D. An Employee on sick leave will be required to first utilize sick leave credited in the current year. Should the employee have utilized all of their current sick time, they will then be required to utilize any time in their new sick bank.
- E. An employee absent for one of the reasons mentioned above shall inform the Employer as soon as possible and failure to do so within a reasonable time may be the cause for denial of sick leave with pay for the period of absence.
- F. The employee may be required by the Employer, within reason, to produce evidence in the form of valid medical documentation of the reason for the absence during the time for which sick leave is requested.
- G. The Employer may grant sick leave to an employee for a period of illness or physical incapacity not exceeding thirty (30) days. All requests for sick leave for more than this time shall be submitted to the Employer prior to approval and shall be accompanied by a

physician's certificate supporting said request. The Employer may require further medical reports from time to time on all sick leave in excess of thirty (30) consecutive days.

5.2 Personal & Emergency Leave. Each employee shall be granted two (2) days of personal/emergency leave time with pay per calendar year. Such personal/emergency leave time shall only be used for the purpose of conducting business of the employee that can not be conducted other than normal working hours. Employees shall request such personal/emergency leave and receive approval for same from the Employer prior to taking such leave whenever possible. Use of such leave shall be deducted from the employee's PTO bank.

5.3. Bereavement Leave. Employees shall receive pay for a day necessarily lost during their normal scheduled work week not to exceed five (5) consecutive days in the case of death of a member of their immediate family. For the purpose of this Article, immediate family shall be defined as an employee's current spouse, parent, grandchild and children of the employee or his/her employees current spouse. Three (3) consecutive days leave will be granted for siblings, nieces, nephews, aunts, uncles, or grandparents of the employee or members of the employees household. If the funeral is in excess of 300 miles from Van Buren County, then the employee may take an additional two (2) days of paid leave.

5.4. Jury Duty Leave. An employee shall be entitled to leave with pay for jury service, less any jury service fees paid, if he is unable to be excused or to have such service scheduled at a time which does not conflict with the discharge of his scheduled employment duties. The employee shall return to his duties whenever his attendance in court is not actually required. This same procedure shall apply when an employee receives a subpoena to appear in a court of law or a quasi-judicial hearing.

5.5. Unpaid Absence Leave

- A. An employee may be granted a leave of absence without pay upon prior written approval of the Employer for any of the following reasons:
1. Because of the physical or mental disability of the employee.
 2. Because the employee has been elected or appointed to a public office.
 3. Because the employee is entering upon a course of training or study for the purpose of improving the quality of the employee's service to the Employer or of fitting the employee for promotion.
 4. Because of extraordinary reasons, sufficient in the opinion of the Employer to warrant such leave of absence.
- B. A probationary employee may be granted a leave of absence without pay upon prior written request by the employee and approval by the Employer because of physical disability of the

employee or for extraordinary reasons, sufficient in the opinion of the Employer to warrant such leave.

- C. Leaves of absence granted to employees for physical or mental disability may be extended beyond six (6) months for an additional period of time not to exceed six (6) months, at the expiration of which time the employee shall either produce evidence that he is physically and/or mentally capable of returning to work, subject to the Employer's examining physician's approval, or the employee's services shall be terminated. Written notice of such termination shall be given to the employee's last known address and a copy filed with the Employer and the Legal Secretary Association.
- D. Any employee who is terminated under the provisions of this Article may appeal such termination as provided for in this Agreement. Any employee who has been terminated and who, within two years, recovers from such disability may be placed on the reemployment list subject to the recommendation of the Employer's examining physician.
- E. An employee who becomes pregnant may apply for and shall be granted a maternity leave of absence without pay before and after the expected date of delivery upon presentation to the Employer of a written statement from the employee's physician that she is unable to work.
- F. Leaves granted for any of the above reasons shall not be granted for more than six (6) months but may be renewed upon written application by the employee.
- G. Upon return from unpaid leave, an employee shall be reinstated, without having accumulated seniority during the leave and returned to their previous position if available.

ARTICLE 6- HOLIDAYS

6.1. Recognized Holidays. The following shall be recognized as legal holidays for which the employee will not normally be scheduled to work but for which they shall receive pay subject to the provisions of this Article:

New Year's Day – January 1
Martin Luther King's Birthday – third Monday in January in conjunction with the Federal Holiday
President's Day – third Monday in February
Memorial Day – last Monday in May
Independence Day – July 4th
Labor Day – first Monday in September
Veteran's Day – November 11th
Thanksgiving Day – fourth Thursday in November
Friday after Thanksgiving – November 26th
Christmas Eve – December 24th

Christmas Day – December 25th
New Year's Eve – December 31st

- A. When New Year's Day, Independence Day, Veteran's Day, or Christmas Day fall on Saturday, the preceding Friday shall be a holiday. When New Year's Day, Independence Day, Veteran's Day or Christmas Day fall on Sunday, the following Monday shall be a holiday. When Christmas Eve or New Year's Eve fall's on Friday, the preceding Thursday shall be a holiday. When Christmas Eve or New Year's Eve falls on Saturday or Sunday, the preceding Friday shall be a holiday.
- B. To qualify for pay on the holiday, as listed above, the employee must have worked the last scheduled work day before and the next scheduled work day following such holiday, except in cases where the absence on such day or days is due; 1) to the fact that such day or days occurred during his/her regularly scheduled vacation; or 2) to the fact that his/her absence on such day or days is of a nature which is compensable under this Agreement; or 3) to the fact that he/she is on an approved short term leave of absence, the duration of which is no more then five (5) working days; or 4) to the fact that he/she is authorized the day or days off by the Employer.
- C. Beginning January 1, 2007 all permanent part-time employees will be given (6) days holiday pay prorated to their average work day hours based on a five (5) day work week. These holidays include Thanksgiving, Christmas, New Year's.

ARTICLE 7 - VACATION

7.1. Vacation Eligibility. An employee's date of hire shall be used in determining paid vacation. Vacation time earned by new employees may not be used during the first six (6) months of employment.

7.2. PTO Accrual. Paid Time Off shall accrue according to the following schedule:

<u>Years of Service</u>	<u>PTO Accrual per Pay Period</u>
0 – 2	5.51 hrs.
3 – 4	6.12 hrs.
5 – 9	7.37 hrs.
10 – 14	8.39 hrs.
15+	9.37 hrs.

7.3. Vacation Period.

- A. Vacations will be granted at such times during the year as requested by the employee and approved by the Employer, in advance, considering the operational needs of the Employer.
- B. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- C. A vacation may not be waived by an employee, however, if an employee becomes ill or physically incapacitated and is under the care of a physician during his vacation, his vacation will be rescheduled.
- D. Vacation days shall not be allowed in advance of being earned. If an employee has insufficient vacation credits to cover a period of authorized absence, a payroll deduction for time not worked will be made.

7.4. Vacation Pay Advance

Employees will be paid their current rate of pay based on their regular scheduled workday while on time off and will receive credit for any benefits provided for in this Agreement.

ARTICLE 8 - INSURANCE BENEFITS

The Employer shall provide insurance benefits for the employees covered by this Agreement as set forth in Appendix "B" which is attached hereto and made a part hereof.

ARTICLE 9 - WAGES

9.1 Wages and Classifications. The compensation schedule for employees covered by this Agreement is set forth in Appendix "A" which attached hereto and made a part hereof. Effective January 1, 2007 the Merit language will be changed to Step. Current employees would then move to the step that meets their years of service at their current classification.

9.2 Direct Deposit. All employees will be paid bi-weekly and will be required to have their wages Direct Deposited into a financial institution of their choice. The employee will continue to receive a check stub containing all pertinent information regarding their wages and benefit accruals. All funds will be guaranteed to be available by 9:00 a.m. on the scheduled payday.

ARTICLE 10 – MISCELLANEOUS

10.1. Veterans Rights. The re-employment rights of employees and probationary employees who are veterans of the armed forces of the United States, members of the military reserve or the National Guard shall be in accordance with all applicable laws and regulations pertaining to same.

10.2. Bulletin Boards. The Employer shall provide bulletin boards in each building which may be used by the Union for posting notices pertaining to Union business. The Employer may restrict the material displayed on bulletin boards in terms of profanity, good taste, timeliness, and law. No Union material of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards.

10.3. – Validity. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws and regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, either party may request that the parties hereto meet for the purpose of renegotiating any such invalidated provisions.

10.4. Captions. Captions are included within this Agreement only for the convenience of reference and shall not modify in any way the provisions herein.

10.5. Distribution of Agreement. The Employer agrees to make available, with the mutual assistance of the Legal Secretary Association, a copy of this Agreement to each employee and to provide a copy of this Agreement to all new employees entering the employment of the Employer who are eligible for membership in the bargaining unit.

10.6. Anti-Discrimination. The parties hereto agree that neither shall discriminate against any employee because of race, color, religion, national origin, ancestry, age, sex, marital status, nationality, handicap, political belief, or union affiliation.

10.7. Mail. The Employer agrees that interoffice mail addressed to a particular individual will not be opened but rather transmitted forthwith to the employee so addressed. It is understood by the parties hereto that U.S. Mail, unless marked personal and confidential, will be opened prior to being transmitted.

10.8. Contracting/Subcontracting. Nothing contained herein shall preclude the Employer from contracting or subcontracting that work which, in its opinion it does not have the personnel, equipment or facilities to perform or which, in its judgment, it can not economically and/or practically perform with the existing work force, provided that no current bargaining unit employee shall suffer demotion, lay off or loss of regular wages as a direct result of work being performed by an outside contractor.

10.9. Modification of Agreement. Either party hereto may request in writing to the other party to negotiate a modification, clarification or amendment to this Agreement. Any such modifications, clarifications or amendments that may be agreed upon shall be in the form of a "Letter of Understanding: signed by both parties and attached to this Agreement as a part thereof.

10.10. Unemployment and Workers Compensation. Each employee shall be covered by the applicable Workers Compensation Laws and unemployment benefits as required by law.

10.11. Safety.

- A. A safety committee is hereby established made up of one member from each bargaining unit (Courts constitute 1 unit) and the designated representatives of the Employer. This committee shall meet three (3) times a year to discuss safety problems and may meet more often as required.
- B. The Employer agrees to comply with all MIOSHA regulations that apply to this bargaining unit and the work place.
- C. Employees shall report any safety problems to their supervisor at once on a form supplied by the Employer. Any accident or injury sustained by an employee or a client/customer/patron during working hours shall be reported within twenty-four (24) hours to the Employer in writing on an accident form provided by the Employer.
- D. When a supervisor is advised of a safety problem, he/she shall attempt to address the problem within twenty-four (24) hours and the supervisor shall notify the appropriate steward as soon as practicable. If the supervisor is unable to address the problem, it shall be referred to the safety committee where it shall be addressed within forty-eight (48) hours.
- E. No employee shall be required to perform work if an injury or serious illness is imminent or likely. Nothing in this agreement will limit the employee's ability to file a complaint with MIOSHA.
- F. Employees shall observe all safety rules which are established by the Employer and shall use such safety equipment as may be provided and required by the Employer.

10.12. Seminars & Conferences. Employees may from time to time attend conferences, seminars, training sessions, etc. The registration fees and related expenses may be paid upon approval of the Employer. The attending employee may be required to sign a reimbursement agreement agreeing to fully reimburse the Employer for all expenses relating to seminars, etc., should voluntary termination occur within two (2) years of the seminar, conference, etc.

10.13. Pool Cars The county requests that pool cars be the preferred way of travel during working hours unless they are being used. If a pool car is not available and employee needs to use their own vehicle, mileage shall be reimbursed at 90% of IRS rate. Employees shall comply with such mileage reimbursement procedures as the employer may require.

10.14. Wellness

- A. Employees who actively participate in the Employer-sponsored wellness program shall receive the same benefits/incentives that are offered to any other participants.
- B. Employees who attend a gym/workout facility at least four (4) times per calendar month (the Employer may request/require proof of attendance) will be reimbursed up to \$35.00 per month for gym/workout facility costs.
- C. The bargaining unit has the right to representation on the joint wellness committee equal to that of any other participating bargaining unit or employee group.

ARTICLE 11 – EFFECTIVE DATE OF AGREEMENT

- A. This Agreement shall become effective January 1, 2020, unless a different date for a specific item shall be specified herein.
- B. This Agreement shall continue in full force for a period of three (3) years, the expiration date being December 31, 2022, and shall not be extended beyond that date unless agreed to in writing by both parties hereto. Either party hereto shall give sixty (60) days written notice to the other party of their intent to extend this Agreement past the aforesaid expiration date or of their intent to negotiate a change in the terms and conditions thereof.

ARTICLE 12 – COMPLETION OF AGREEMENT

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Legal Secretary Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

In Witness Whereof, the parties hereto have caused this instrument to be executed on the
21st day of January, 2020.

FOR THE ASSOCIATION:

Heidi Kuster

Tamara Huber

FOR THE EMPLOYER:

Mark Prosser

Paul O'Grady

APPENDIX A - COMPENSATION

- I. The Van Buren County Wage Rate Schedule in effect for this bargaining unit shall be modified as follows:

2020 – 2.00%

2021 – 2.00%

2022 – 2.00%

APPENDIX B - BENEFITS

- I. The Employer agrees to provide insurance benefits in accordance with this Appendix for all employees who are normally scheduled to work thirty (30) or more hours per week. Employees who are normally scheduled to work less than thirty (30) hours but more than twenty (20) hours per week may purchase the County's health insurance benefits by way of payroll deduction. Employees who are normally scheduled to work twenty (20) or less hours per week shall not be eligible for any of the benefits provided in the Appendix.
- II. Effective January 1, 2020 the Employer will under its self-insured plan offer three (3) illustrated plan options, with details of each plan set forth in Appendix "B", Attachment "1" (Attachment 1 to reference Alternates 4, 5 and 6). Employees shall have the option to elect either of the two available dental plans, one requiring an 8% premium contribution (the dental benefit maximum will be \$1,000.00 per benefit year with an orthodontics rider of \$1,500.00 lifetime per participant) and the other a 0% premium contribution (the dental benefit maximum will be \$800.00 per benefit year with no orthodontics rider).
- III. An Employee who does not need health insurance may elect to have the Employer apply the sum of one hundred fifty dollars (\$150) per month, via a Section 125 Plan, to the Employee's 457 Deferred Compensation plan or have the option to be paid an additional \$56.25 per pay period. An employee is not eligible for this opt-out payment if he/she opts out of County-offered health insurance and receives federal assistance to obtain health insurance via an Affordable Care Act exchange. This option shall not be available to Employees who are normally scheduled to work less than thirty (30) hours per week.

If an employee opts out of the County coverage and purchase health insurance coverage through the Exchange established under the Affordable Care Act and who receives federal premium assistance or a cost sharing subsidy, the opt out payment provided herein shall immediately terminate. Employees who have sought and received opt out payments must advise the appropriate Employer immediately if, and when, they receive such federal assistance or subsidies.
- IV. The Employer will follow the "hard cap" requirements of Section 3 of the Publicly Funded Health Insurance Contribution Act (Act 152 of 2011) hereinafter referred to as the "Act" for the immediate future. Accordingly, the Employer will pay no more of the total annual costs of the medical benefit plan selected than the amounts annually determined by the state treasurer pursuant to Section 3 of the Act. The Employees will pay the balance of those costs, if any. For purpose of this provision, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursements of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts or similar accounts used for healthcare and the Michigan Claims Tax but does not include the costs of dental and vision and does not include beneficiary-paid copayments or beneficiary payments into health savings accounts, flexible spending accounts or similar accounts used for health care. Employees will pay the remaining

medical benefit costs attributable to the coverage they select (i.e. single, double or family) biweekly by payroll deduction. Employees shall pay 50% of the vision premiums. The amount paid shall be adjusted annually based on the illustrative or premium rates and the total costs of the medical benefit plan as detailed above.

- V. Employees will contribute 50% for the Vision 24 Plan with the Employee option and expense to upgrade to the Vision 12 Plan.
- VI. The Employer will establish a Section 125 Plan or Health Reimbursement Account (HRA) that will enable Employees to set a side up to \$2,000.00 annually "pre-tax" dollars for unreimbursed medical, dental and vision claims and \$5,000.00 for child care/dependent expenses. The Employer will also establish a Health Savings Account (HSA) for those employees electing the high deductible health insurance option/plan ("Alternative 4"). The Employee may make pre tax contributions to their Health Savings Account (HSA) or Flexible Spending Account (FSA) up to the established limit set by the IRS.

Effective March 1, 2017, if the employee chooses a health insurance plan option, and if the annual premiums associated with that plan option are less than the "hard cap" the county will on a pro-rated pay period basis direct deposit the difference into the employee's HSA account.

The County will annual pay each employee a net sum sufficient to cover the employee's annual Michigan Claims Tax.

- VII. The Employer reserves the right to determine and/or change insurance carriers and/or underwriters at any time provided that thirty (30) days advance notice of any such determination or change shall be given to the Prosecuting Attorneys Legal Secretaries Association. The Employer shall not, by reason of this provision, reduce the benefit levels without the consent of the Association.
- VIII. The Employer's sole responsibility under the Appendix is to provide premium payments on behalf of eligible employees as set forth herein and the coverage referenced herein are offered specifically subject to the rules and regulations of the various insurance carriers and/or underwriters.
- IX. The Employer agrees to pay the full cost of group term life insurance coverage on behalf of each eligible employee in the face amount of \$20,000. This provision shall be subject to modification by any appropriate federal regulations.
- X. Eligible employees hired after January 1, 2005 shall participate in the Van Buren County Defined Benefit Plan (MERS). The Van Buren County Deferred Compensation and Thrift programs shall also remain in effect as of the effective date of this Agreement. Such participation shall be in accordance with all rules, regulations and procedures which may

govern the plans as set forth in the plan documents. Copies of the plan documents shall be available for review in the Office of the County Administrator.

A. In addition, all employees, regardless of their participation in the MERS plan, may participate in the Van Buren County Deferred Compensation/Pension (457) Plan in accordance with the terms and conditions of the Plan.

XI. Employees were provided with a one-time option to roll over to MERS, which was offered after ratification of the agreement in 2004 to be effective January 1, 2005. Employees who made the decision not to roll over to MERS will be covered by the Van Buren County Deferred Compensation plan. Employees who decided to roll over to MERS, and participate in the MERS Defined Benefit Plan will be covered by the following provisions. The same provisions apply to employees hired subsequent to January 1, 2005.

A. Benefits are provided by the Municipal Employees Retirement System of Michigan (MERS), as authorized by 1996 PA 220. Benefits available are those provided under the MERS Plan Document of 1996.

B. Benefit Programs Formula are:

1. C2 (B1)
2. Vesting 10 Years
3. Final Average Compensation 5 years
4. F 55 (25) Rider
5. Prior Service Credit Included
6. Employee Contribution 5%

C. Other:

1. There will be a moratorium on further negotiations regarding MERS until January 1, 2010.
2. The Deferred Compensation Plan will remain as an employee option.
3. The Assistant Prosecuting Attorneys, Prosecuting Secretaries and three Members of the Non-Union/Elected Officials have adopted a resolution to combine all of their MERS Units into one group.


XII. Effective January 1, 2010 the County shall establish a Health Care Savings Plan (HCSP) through MERS for the sole purpose of providing employees a tax-free health savings plan upon retirement or termination.

The program shall be mandatory for each employee with contributions ranging from a minimum of \$5.00 per pay period up to \$500.00 per pay period. The employee will fund the cost of the administrative fee. There will be no vesting cycle and amounts contributed can be increased but cannot be decreased.

Employees shall annually have the ability to convert any entitled portion of their annual PTO payment to cash or a tax deferred 457 plan with the remaining balance being placed in the employee's tax free MERS HCSP.

Upon termination of employment, employees shall have the option to convert any portion of their entitled PTO leave payments to cash or a tax deferred 457 plan with the remaining balance being placed in the employee's tax free MERS HCSP. Employees can also make Post-Tax voluntary contribution to the MERS HCSP.

Also, all employees within the Prosecutor's Office have combined all units into one unit.

VAN BUREN COUNTY
PRESENTED BY:

Rose Street
ADVISORS
1000 7TH AVE NW - TROY, MI 48060

COVERAGE:

Deductible - (Individual / Family)

Benefit Maximum

Coverage Levels

Level I - Preventive

Level II - Fillings, etc.

Level III - Crowns, Bridges, etc.

Orthodontia Coverage

Orthodontia Lifetime Maximum

Waiting Periods

Level I

Level II

Level III

Orthodontia

Network

Network Website

Participating Dentist

Non-participating Dentist

Rates Effective

Monthly Unit Dental Rates:

Option	No Option
25	35 Employee
12	35 Employee & Dependent
54	41 Family
91	115 Enrollment per plan
Total Enrollment: 286	

NOTE: This benefit listing is only a general summary, it is not intended to be an insurance contract.

DENTAL INSURANCE COMPARISON			
DELTA DENTAL		DELTA DENTAL	
Renewal - Ortho 3893-0003 No Deductible \$1,000 per person per calendar year		Renewal - No Ortho 3893-0000 No Deductible \$800 per person per calendar year	
100% Paid		100% Paid	
50% Paid		50% Paid	
50% Paid		50% Paid	
Child Ortho Only - Up to Age 19 50% Paid - No Deductible \$1,500 lifetime per child		No Benefit	
No Waiting Period		No Waiting Period	
No Waiting Period		No Waiting Period	
No Waiting Period		No Waiting Period	
No Waiting Period		No Waiting Period	
Delta Dental of Michigan		Delta Dental of Michigan	
www.deltadentalmi.com		www.deltadentalmi.com	
No Balance Billing		No Balance Billing	
May be balanced billed over R&C		May be balanced billed over R&C	
3/1/18 - 2/28/2020		3/1/18 - 2/28/2020	
Current	Renewal	Current	Renewal
\$27.19	\$27.19	\$25.72	\$25.72
\$55.25	\$55.25	\$50.95	\$50.95
\$111.07	\$111.07	\$89.17	\$89.17
Percentage Change:	0.00%	Percentage Change:	0.00%



VAN BUREN COUNTY
Blue Cross Blue Shield Vision Renewal
January 1, 2020 Effective Date

Coverage	Monthly			Monthly	
	Current	Renewal	Percentage	Employee Cost	Employer Cost
12-12-12 Plan					
Employee	\$8.70	\$8.84	2.09%	\$4.66	\$2.18
Employee + 1	\$13.40	\$13.67	2.01%	\$8.31	\$4.36
Family	\$22.25	\$22.69	1.98%	\$15.46	\$7.24
1 Comp	\$5.43	\$5.53	1.84%		
1 Reg + 1 Comp	\$12.13	\$12.37	1.98%		
2 Comp	\$10.86	\$11.08	1.84%		

	Current	Renewal	Percentage	Employee Cost	Employer Cost
24-24-24 Plan					
Employee	\$4.65	\$4.38	-6.24%	\$2.18	\$2.18
Employee + 1	\$9.30	\$8.72	-6.24%	\$4.36	\$4.36
Family	\$15.43	\$14.47	-6.22%	\$7.24	\$7.24
1 Comp	\$3.82	\$3.53	-7.59%		
1 Reg + 1 Comp	\$8.47	\$7.89	-6.85%		
2 Comp	\$7.04	\$7.06	-7.59%		

APPENDIX C

SHORT TERM AND LONG TERM DISABILITY PLAN

- I. Effective July 1, 2003 the exiting Income Protection Plan was rescinded and replaced with a self-funded Short Term Disability Plan and commercial Long Term Disability Plan.
- II. During the fourteen (14) calendar day waiting period, the employee must use compensatory time and PTO leave in that order.
- III. An employee may supplement the remaining 33% of base wage by using available PTO time as outlined in Item II above to receive a full paycheck. The employee must provide the Employer with a written form authorizing the payment from available paid leave. Should the employee supplement this STD/LTD Plan the employee shall continue to receive all benefits provided under the Collective Bargaining Agreement.
- IV. Health insurance, seniority and employment will be maintained for no more than a period of fifty-two (52) weeks while receiving the STD/LTD Plan benefits at the same level and under the same conditions which existed when the employee went out subject to any changes authorized by the Prosecuting Attorneys Legal Secretaries Association. Health insurance, seniority and employment will terminate after fifty-two (52) weeks of disability leave unless the employee provides a certification from a health care provider that there is a reasonable likelihood that the employee will be medically fit to return to work within a maximum of twenty-six (26) weeks without restrictions. Employees who are on LTD at the time these changes go into effect shall retain the plan in effect at the time their leave began.
- V. The Employer reserves the right to self-fund or purchase coverage of this plan through an insurance carrier of the Employer's choice or if a plan is purchased to change to self-funding at the Employer's option provided the benefits remain as agreed to under this Article.
- VI. The Employer reserves the right to require appropriate documentation of disability. The Employer further reserves its right to require an employee to see an Employer designated physician to verify disability or an employee's ability to return to work. Should a dispute arise between the employee's physician and the Employer's physician, the parties agree that a third physician will be selected to determine either the employee's disability or the employee's ability to return to work and that third physician's opinion shall be binding on the employee, Employer and Association.
- VII. An employee who is on short or long term disability and is not supplementing to make whole shall not accrue paid time off.